

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUXVUE TECHNOLOGY CORPORATION		03/13/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85832611	LUXVUE	
Serial Number:	85832613		
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1 (LUXVUE)		
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.		

Signature:	/JOHN D. FREDERICKS, ESQ./
Date:	05/20/2013
<p>Total Attachments: 13</p> <p>source=LuxVue_IP_Security_Agreement_Final_Executed#page1.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page2.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page3.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page4.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page5.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page6.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page7.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page8.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page9.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page10.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page11.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page12.tif source=LuxVue_IP_Security_Agreement_Final_Executed#page13.tif</p>	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of March 13, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and LUXVUE TECHNOLOGY CORPORATION, a Delaware corporation.

The words “We”, “Us”, or “Our”, refer to the grantee, which is TriplePoint Capital LLC. The words “You” or “Your” refers to the grantor, which is LUXVUE TECHNOLOGY CORPORATION and not any individual. The words “the Parties” refers to both TRIPLEPOINT CAPITAL LLC and LUXVUE TECHNOLOGY CORPORATION.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of March 13, 2013 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds of the foregoing.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date of this Agreement.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

LuxVue_IP_Sec_Agt

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral, subject to Our Subordination Agreement with Comerica Bank. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, Schedules A, B and C to this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity; provided that this Agreement is subject to the provisions of the Loan Agreement (including without limitation Section 20 thereof) regarding termination of the lien and security interest granted under this Intellectual Property Security Agreement. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Intellectual Property Security Agreement as of the date first set forth above.

You: LUXVUE TECHNOLOGY CORPORATION

Signature:

SM Nedgret

Print Name:

NEDGRET

Title:

CFO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement Between LuxVue Technology Corporation, as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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See attached

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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See attached

US Utility patent list

U.S. Patent No.	Application No.	Title	Application Type	Filing Date	Issue Date	Status
8,333,860	13/372,310	Method of Transferring a Micro Device	Utility	2/13/2012	12/18/2012	Issued
8,349,116	13/372,422	Micro Device Transfer Head Heater Assembly and Method of Transferring a Micro Device	Utility	2/13/2012	01/08/2013	Issued
8,383,506	13/543,690	Method of Forming a Compliant Monopolar Micro Device Transfer Head with Silicon Electrode	Utility	7/6/2012	02/26/2013	Issued

US Utility patent application list

Application No.	Title	Application Type	Filing Date	Status
13/372,222	Micro Light Emitting Diode	Utility	2/13/2012	Pending
13/372,245	Method of Forming a Micro Light Emitting Diode Array	Utility	2/13/2012	Pending
13/372,258	Method of Transferring a Light Emitting Diode	Utility	2/13/2012	Pending
13/708,695	Light Emitting Diode Structure	Utility	12/7/2012	Pending
13/708,704	Micro Device Array	Utility	12/7/2012	Pending
13/372,277	Micro Device Transfer Head	Utility	2/13/2012	Pending
13/372,292	Method of Fabricating a Micro Device Transfer Head	Utility	2/13/2012	Pending
13/708,686	Micro Device Transfer Head Heater Assembly and Method of Transferring a Micro Device	Utility	12/7/2012	Pending
13/436,260	Method of Forming a Micro LED Structure and	Utility	3/30/2012	Pending

	Array of Micro LED Structures With an Electrically Insulating Layer			
13/436,314	Method of Fabricating and Transferring a Micro Device and an Array of Micro Devices Utilizing an Intermediate Electrically Conductive Bonding Layer	Utility	3/30/2012	Pending
13/466,966	Compliant Micro Device Transfer Head	Utility	5/8/2012	Pending
13/605,959	Compliant Micro Device Transfer Head with Integrated Electrode Leads	Utility	9/6/2012	Pending
13/562,184	Method and Structure for Receiving a Micro Device	Utility	7/30/2012	Pending
13/458,932	Method of Forming a Micro LED Device with Self-Aligned Metallization Stack	Utility	4/27/2012	Pending
13/481,592	Micro Device Transfer Head with Silicon Electrode	Utility	5/25/2012	Pending
13/481,615	Method of Forming a Micro Device Transfer Head with Silicon Electrode	Utility	5/25/2012	Pending
13/543,675	Compliant Bipolar Micro Device Transfer Head with Silicon Electrodes	Utility	7/6/2012	Pending
13/543,680	Method of Forming a Compliant Bipolar Micro Device Transfer Head with Silicon Electrodes	Utility	7/6/2012	Pending
13/607,031	Mass Transfer Tool	Utility	9/7/2012	Pending
13/776,158	Mass Transfer Tool Manipulator Assembly	Utility	2/25/2013	Pending
13/776,188	Micro Pick Up Array Mount with Integrated Displacement Sensor	Utility	2/25/2013	Pending
13/715,557	Micro Device Transfer System with Pivot Mount	Utility	12/14/2012	Pending
13/715,591	Micro Pick Up Array with Integrated Pivot Mount	Utility	12/14/2012	Pending
13/543,684	Compliant Monopolar Micro Device Transfer Head with Silicon Electrode	Utility	7/6/2012	Pending

13/625,825	Micro Device Stabilization Post	Utility	9/24/2012	Pending
13/711,554	Micro Device Stabilization Post	Utility	12/11/2012	Pending
13/652,049	Content-Based Adaptive Refresh Rates for Low-Power Displays	Utility	10/15/2012	Pending
13/710,438	Micro Device Transfer Head Array with Metal Electrodes	Utility	12/10/2012	Pending
13/710,442	Compliant Micro Device Transfer Head Array with Metal Electrodes	Utility	12/10/2012	Pending
13/710,443	Light Emitting Device Reflective Bank Structure	Utility	12/10/2012	Pending
13/754,717	Stabilization Structure including Sacrificial Release Layer and Staging Cavity	Utility	1/30/2013	Pending
13/754,739	Stabilization Structure including Sacrificial Release Layer and Staging Bollards	Utility	1/30/2013	Pending
13/717,634	Smart Pixel Lighting and Display Microcontroller	Utility	12/17/2012	Pending
13/749,647	Method of Transferring and Bonding an Array of Micro Devices	Utility	01/24/2013	Pending
13/776,158	Mass Transfer Tool Manipulator Assembly	Utility	2/25/2013	Pending
13/776,188	Micro Pick Up Array Mount with Integrated Displacement Sensor	Utility	2/25/2013	Pending

US Provisional patent application list

Application No.	Title	Application Type	Filing Date	Status
61/561,706	Micro Light Emitting Diode	Provisional	11/18/2011	Expired- converted
61/594,919	Micro Light Emitting Diode	Provisional	2/3/2012	Expired- converted
61/597,109	Micro Device Transfer Head	Provisional	2/9/2012	Expired- converted
61/597,658	Micro Device Transfer Head Heater Assembly and Method of Transferring a Micro Device	Provisional	2/10/2012	Expired- converted

61/735,958	Stabilization Structure including Sacrificial Release Layer and Staging Cavity	Provisional	12/11/2012	None- converted
61/735,957	Stabilization Structure including Sacrificial Release Layer and Staging Bollards	Provisional	12/11/2012	None- converted
61/749,892	Method of Transferring and Bonding an Array of Micro Devices	Provisional	01/07/2013	None- converted

PCT Patent application list

Docket No.	Application No.	Title	Filing Date	Status
P001PCT	PCT/US12/64231	Micro Light Emitting Diode	11/8/2012	Pending
P001CPCT	PCT/US12/64232	Method of Forming a Micro Light Emitting Diode Array	11/8/2012	Pending
P001C2PCT	PCT/US12/64234	Method of Transferring a Light Emitting Diode	11/8/2012	Pending
P002PCT	PCT/US12/63990	Micro Device Transfer Head	11/7/2012	Pending
P002CPCT	PCT/US12/63992	Method of Fabricating a Micro Device Transfer Head	11/7/2012	Pending
P002C2PCT	PCT/US12/63993	Method of Transferring a Micro Device	11/7/2012	Pending
P005PCT	PCT/US12/64221	Micro Device Transfer Head Heater Assembly and Method of Transferring a Micro Device	11/8/2012	Pending
P005XPCT	PCT/US12/64215	Method of Forming a Micro LED Structure and Array of Micro LED Structures With an Electrically Insulating Layer	11/8/2012	Pending
P005XCPCCT	PCT/US12/64220	Method of Fabricating and Transferring a Micro Device and an Array of Micro Devices Utilizing an Intermediate Electrically Conductive Bonding Layer	11/8/2012	Pending
P026PCT	PCT/US13/24939	Method of Transferring and Bonding an Array of Micro Devices	02/06/2013	Pending

Taiwan Patent application list

Docket No.	Application No.	Title	Filing Date	Status
P001TW	101142916	Micro Light Emitting Diode	11/16/2012	Pending
P001CTW	101142917	Method of Forming a Micro Light Emitting Diode Array	11/16/2012	Pending
P001C2TW	101142919	Method of Transferring a Light Emitting Diode	11/16/2012	Pending
P002TW	101142636	Micro Device Transfer Head	11/15/2012	Pending
P002CTW	101142640	Method of Fabricating a Micro Device Transfer Head	11/15/2012	Pending
P002C2TW	101142642	Method of Transferring a Micro Device	11/15/2012	Pending
P005TW	101142643	Micro Device Transfer Head Heater Assembly and Method of Transferring a Micro Device	11/15/2012	Pending
P005XTW	101142644	Method of Forming a Micro LED Structure and Array of Micro LED Structures With an Electrically Insulating Layer	11/15/2012	Pending
P005XCTW	101142645	Method of Fabricating and Transferring a Micro Device and an Array of Micro Devices Utilizing an Intermediate Electrically Conductive Bonding Layer	11/15/2012	Pending
P026TW	102104918	Method of Transferring and Bonding an Array of Micro Devices	2/7/2013	Pending

SCHEDULE B

To Plain English Intellectual Property Security Agreement Between LuxVue Technology Corporation, as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS


Name	Date Filed or Issued	Serial Number	Status
None			

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
See attached.			

Confidential

US Trademark application list

Application No.	Trademark	Filing Date	Status
85/832,611	LUXVUE	1/25/2013	Pending
85/832,613		1/25/2013	Pending

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between LuxVue Technology Corporation, as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		